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Collective Bargaining Agreements

1-1-1937

Retail Clerks International Protective Association, Local 262, AFL (1937)

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Retail Clerks International Protective Association, Local 262, AFL (1937)

Location

Washington, DC

Effective Date

1-1-1937

Expiration Date

4-1-1937

Union

Retail Clerks International Protective Association

Union Local

262

NAICS

44

Sector

Private

Item ID

6178-009b130f027_01

Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments

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RETAIL CLERKS' AGREEMENT

This Memorandum made and entered into at Washington, D. C. this day of 19 .., by and between The Retail Clerks International Protective Association, affiliated with the American Federation of Labor, by its agent, Local No. 262, of Washington, D. C., which for the purpose of this agreement shall hereinafter be referred to as the ASSOCIATION, or party of the first part, and, whose place of business is located at, and who, for the purpose of this agreement, shall hereinafter be referred to as the party of the second part.

W-I-T-N-E-S-S-E-T-H:

WHEREAS, The Association represents the salespersons employed by the said Employer, and

WHEREAS, both parties desire to co-operate in improving conditions of the and to establish a standard of conditions by which the salespersons shall work for the Employer during the term of this agreement, and to provide methods of peaceful adjustment of all disputes that may arise between the salespersons and the Employer with the and toward the end that uninterrupted operation and general stabilization of the operation of the business of the Employer be obtained;

NOW THEREFORE, be it agreed that in consideration of the sum of One Dollar (\$1.00) and in consideration of the mutual promise hereinafter named, the parties hereto agree as follows:

FIRST, That the party of the first part will exercise its influence to advance the interests of the party of the second part as an Employer of Union Labor. The Association further agrees that it will enhance the interests of the party of the second part, by distributing printed matter and visiting the various industrial organizations of the City of Washington, D. C., and advising them to patronize the party of the second part.

SECOND, That the party of the first part will loan without cost to the party of the second part Store Cards. These store cards are and shall remain the property of the party of the first part and shall be promptly surrendered by the party of the second part, upon violation of any of the provisions of this agreement.

THIRD, In order to promote harmony, it is agreed by the Employer, that he will employ none but members of the Association in good standing.

(a) The Employer agrees to call upon the Association first to furnish such new help as may be required from time to time, and if the Association has available qualified salespersons, that meet the requirements of the Employer, that such salespersons be given preference.

(b) That all its employees shall, at the time of employment, obtain a permit card from the said Association; said permit card to entitle the employee to perform service for a period of thirty days. At the expiration of the permit card period, said employees, who are eligible, shall be received as regular members of the said Association. That all extra help employed to perform service on any working day, shall be recognized and considered as permit members; provided, that such persons last mentioned holding permit working cards be restricted to one (1) working day per week within the thirty day period herein set forth.

(c) Every Union Member shall present a working card from the Union upon commencement of his or her employment.

FOURTH, HOURS OF WORK

(a) It is agreed that no member of the Association shall be employed in excess of forty-eight (48) hours per week, said week commencing on Monday and ending on Saturday, inclusive, provided; however, that from July 5th to Labor Day (the first Monday in September) the work week shall commence on Monday and end on Friday.

(b) The hours of employment shall be from 9:00 A.M., to 6:00 P.M., with an interval of one (1) hour for lunch and one (1) hour for dinner when working overtime.

FIFTH, LEGAL HOLIDAYS

The employer agrees that on the following legal holidays, the salespersons shall perform no work and all salespersons working on a weekly basis shall be paid for same in full - New Years Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, Christmas, and a half holiday on Washington's Birthday. It is understood and agreed that whenever any one of these holidays falls on a Sunday, the following Monday shall be observed instead.

SIXTH, WAGES

(a) That the minimum earnings of all members of the Association shall be for male employees, TWENTY-Seven Dollars and Fifty Cents (\$27.50) per week, and for female employees, Sixteen Dollars and Fifty Cents (\$16.50) per week. That where female employees are required to perform the same work as male employees, then the male rate of earnings shall be paid to such female employees. That extra help, known as permit members, must be paid a full days pay, based on the weekly minimum, regardless of how many hours they work in any single day, if they report at 9:00 A.M.. It is understood and agreed that any employee now receiving earnings above the respective minimum herein specified shall not suffer any reduction in earnings during the term of this agreement: Provided further, that nothing contained in this agreement shall prevent the payment of higher earnings than the respective minimum provided.

(b) That a minimum earnings of \$27.50 per week is guaranteed to all Male employees hired on a commission basis. That the basic earnings of any employee hired on a commission basis shall not be reduced if the commission on sales fails to reach that figure. That the sales of each month shall be computed independently of any other month and should the commission on sales as set forth go beyond the basic earnings of \$27.50 said commission is not deductible to average any loss in commission on sales which fail to reach that figure in any preceding month.

(c) These wages shall be exempt from any charges, fines or taxes, or payments for pensions, insurance or sick benefits, other than those voluntarily paid by the wage earners or required by State and Federal Laws.

(d) Where an Employer has in his employ for a period of one (1) year or more, a Stock Boy or Bundle Wrapper, that the Employer desires to place on the floor as a salesperson, the Employer may do so, as an Apprentice Salesperson for a period of one (1) year. The minimum earnings for apprentice salespersons shall be Twenty Dollars (\$20.00) for the first six (6) months and Twenty-Two Dollars and Fifty Cents (\$22.50) for the last six (6) months. Apprentice Salespersons, shall become regular members of this Association and shall otherwise come under the provisions of this agreement.

SEVENTH, It is understood and agreed that while clerks shall care for their stock in such a manner as to protect it from damage before leaving the store, all time that has been spent in arranging or rearranging stock, taking inventory of stock, or any work performed before or after the hours prescribed in the Fourth Section, or on Sundays or legal holidays, shall be paid for as overtime at double time rates based on the minimum salary per week. Where employees are working on a commission basis, overtime shall be paid for at double time rates based on the employee's weekly drawing account. Employees shall not accept time off as compensation for overtime.

And it is further understood and agreed that each employee hired by the party of the second part shall be required to report to the said Association and obtain a Union Card before entering upon his or her duties.

EIGHTH, ADJUSTMENT OF DISPUTES AND BOARD OF ARBITRATION

(a) No employee shall be discharged for his or her Union activities.

And further, that the party of the second part desiring to terminate the services of a member of the party of the first part, where the honesty and integrity of the employee are not at stake, shall so advise the employee one (1) week in advance, and that a member of the party of the first part desiring to leave the employ of the party of the second part, shall so advise the employer one (1) week in advance.

And it is mutually understood and agreed that in case of a disagreement arising under this contract which cannot be settled by and between the Employer and the employee and a committee from the Retail Clerks' Union, Local 262, or a committee from the Central Labor Union of Washington, D. C., then the same shall be referred to a Board of Arbitration to be composed of Five (5) disinterested persons, Two (2) to be selected by the Employer, Two (2) by the Retail Clerks' Union, and the Four (4) persons to select the fifth; the decision of the Board of Arbitration to be final and binding on all parties, and pending the decision there shall be no further action taken by either party to this agreement. The decision of the said Board of Arbitration shall be rendered within Six (6) days after submission of the disagreement.

It is further mutually agreed by and between the parties hereto that this agreement shall be in full force and effect until April 1, 1937, and if no written notice is served upon one party by the other thirty (30) days prior to the expiration thereof, it shall continue in force for another year, and so on indefinitely.

IN WITNESS WHEREOF, We herewith set our hand and seal this _____ day of, 19 .

THE RETAIL CLERKS' INTERNATIONAL PROTECTIVE ASSOCIATION.
By its agent, Local No. 262.

(Seal)

President

Secretary.

Party of the Second Part

Address.

THE
UNITED STATES
DEPARTMENT OF
COMMERCE
BUREAU OF
LABOR
WASHINGTON, D. C.
MAY 14 1937

TO THE
DIRECTOR
BUREAU OF
LABOR
WASHINGTON, D. C.

FROM THE
DIRECTOR
BUREAU OF
LABOR
WASHINGTON, D. C.

SUBJECT: [Illegible]

[Illegible text follows]

